



MEMORANDUM OF UNDERSTANDING (MoU)

**Dr. M. R. Gorbal Foundation
With
Karnatak University, Dharwad**

2022-23



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into on this the Eighteenth day of January, Two Thousand Twenty Three (18/01/2023):

Between:

Dr. M R GORBAL FOUNDATION, A public Charitable Trust registered under Indian Trust Act, 1882, registered on 26.08.2022, vide document No. 337/2022-23, stored in CD No. BYPD1195, at the office of the Sub Registrar, Byatarayanapura, Bangalore, having its office at No. 456, 3rd Cross, 4th Main, HMT Layout, Anand Nagar, Hebbal, Bangalore -580024, Karnataka represented by its President Mr. Rameshchandra M Gorbal

(Hereinafter referred to as "Trust", which expression shall unless the context otherwise requires shall mean and include its successors in title and assigns).

And:

KARNATAK UNIVERSITY, a University established under the Karnataka University Act, 1949, at Pavate Nagar, Dharwad – 580 003
Represented by its Registrar Shri. Yashpal Kshirsagar.

(Hereinafter referred to as "University", which expression shall unless the context otherwise requires shall mean and include its successors in title and assigns).

The Trust and University is individually referred to as Party and collectively referred to as Parties.

WITNESSETH AS FOLLOWS:

- I. The Trust is established, among other things to provide scholarship for deserving students who are engaged in pursuing Doctorate Degree and sponsoring of guest lectures by eminent personalities in the field of Physics and pay for such activities and accordingly, have offered and requested the University to support in this regard. The University has accepted the offer of the Trust.



II. The Parties accordingly are entering into the MOU recording the understanding.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

- (1) In consideration of the University accepting the offer of the Trust, the Trust hereby agree to grant
 - a. The Dr. M R Gorbal studentship/scholarship to bear & pay tuition fees and accommodation (hostel) expenses of one deserving student per year who is pursuing Doctorate Degree in the Department of Physics, at the University.
 - b. The Dr. M R Gorbal Physics Lecture series to grant money to bear & pay the expenses for travel and/or honorarium to be paid for a guest faculty/expert, in the field of Physics or science, for one subject-specific technical lecture per semester at the Department of Physics and also bear & pay the cost of food and accommodation expenses to be provided by University at its guest house for the guest faculty/expert wherever required.
- (2) The grant of studentship/scholarship shall be for one student per year to start with, for pursuing Doctorate Degree in the Department of Physics for a period of 4 years or completion of the Doctorate degree, whichever is earlier.
- (3) To achieve this objective, the Parties herein have agreed to adopt the committee constituted by Karnatak University, Dharwad and nominate two (2) persons from the Trust to the Committee, i.e. President and Secretary of the Trust to represent the Trust in the Committee:
- (4) The objective of this Committee is to:
 - (i) To identify the one deserving student pursuing doctorate degree (post graduate research) every academic year for Trust to fund his/her tuition fees and hostel fees



(ii) Identify the guest faculty/expert /eminent scientist in the field of Physics or Science, to deliver a lecture series in the Department of physics i.e., one lecture per semester and expenses viz., travel expenses and/or honorarium to be paid to such guest faculty/expert and/or to bear food and accommodation expenses of such faculty/ expert to be accommodated in the University Guest House.

(5) The selection of students for the grant shall be based on the following criterion:

- (i) Students who have not got any fellowship/scholarship either from University or from any other institutions or under any other scheme
- (ii) Only the meritorious students who deserve for such grant of scholarship shall be eligible and the selection of the Committee shall be final
- (iii) There shall be no bar on the field of research within the Physics Department, irrespective of the topic chosen by the student and /or sub branch within the Physics Department
- (iv) There shall not be any consideration for the caste, creed, gender economic/social status of the student for selection by the committee & only the merit shall be the principle of selection of the deserving student
- (v) The student or their advisor shall provide a written document outlining the research problem statement, goals and scope of the research in comparison to existing literature to the Committee appointed by the University, where the Trustees represent, for the Committee to select the suitable candidate

(6) Procedure for selection of the deserving student:

- a) The applications shall be scrutinized and shortlisted by the Committee.



- b) The shortlisted students shall appear before the selection Committee for personal interaction.
- c) On the basis of criterion & based on the personal interaction, the Committee shall choose the deserving student/s for grant of financial assistance by the Trust.
- d) If the Committee feels during any year that the student/s are not meeting the required standards, the funds shall be carried forward & may be granted to an additional deserving student/s during next year. The Trustees can take a suitable decision in this regard based on the advice of the Committee.

(7) Procedure for selection of the visiting guest lecturer to be invited

- a. The Lecture series shall be called as "Dr. M R Gorbal Physics Lecture Series".
- b. Any faculty member at the Department of Physics can submit a proposal for inviting a visiting guest faculty or eminent scientist
- c. The proposal shall include a short description of the relevance of the visiting guest faculty to the department of physics and the duration of the visit
- d. The proposals shall be scrutinized by the committee to decide the visiting guest faculty to be invited to deliver the lecture series and/or the subject of the lecture.
- e. If any eminent person is already present in the University, the Trust will provide funds to pay only the honorarium to such eminent person, in case the Committee decides to invite him for delivering the Lecture Series in the Department of Physics.

(8) The University hereby agree to notify the Trust in advance on the budget and expenses for such lecturer series organized for Department and studentship cost for each year at the beginning of the year.

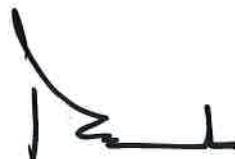


- (9) This MOU is not intended to limit or restrict activities of any sector, division, subsidiary or affiliate of the Parties. The University is free to invite any other organization/s to participate in pursuing the objectives and scope described in the MOU.
- (10) This MOU is not intended to directly or indirectly constitute, create, or give effect to or to otherwise imply a joint venture, corporation, partnership, contract or any other formal business entity, other than the collaborative relationship set forth herein. Neither party is intended to have, or is granted by the other party, any authority or control over the other party nor shall either Party have the authority to bind the other party.
- (11) No rights or limitation of rights will arise from the terms of the MOU. In the event that a Party is damaged through the actions or inactions of the other party, the injured party may pursue any and all rights available to it by law, in operation.
- (12) This MOU shall be valid initially for a period of Ten (10) years starting from the Execution Date and is renewable subject to mutual agreement. However, this MOU has been signed at will and can be terminated by either of the Parties by serving a One (1) months' notice.
- (13) Amendments and Waivers: All amendments / waivers to this MOU shall be in writing only.
- (14) This MOU constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the parties with respect to the subject matter hereof.
- (15) Jurisdiction: In the event of any dispute, the parties agree to submit to the exclusive jurisdiction of the courts in Dharwad.



IN WITNESSES WHEREOF, the Parties have signed this MOU on the day, month and the year first hereinabove written.

For & On behalf of
Dr. M R Gorbal Trust


18/01/2023

President
Dr. M R Gorbal Trust

For & On behalf of
Karnatak University, Dharwad


18/01/2023
Registrar
Karnatak University, Dharwad

WITNESSES:

1. 
(Shobha Gorbal)

2. 
(Mrs. M. R. Gorbal)

WITNESSES:

1. 
18/01/2023

2. 
18/01/2023